



STATE OF GEORGIA

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STATE OF GEORGIA

STANDARD

TERMS AND CONDITIONS

1. Supplier shall transfer and deliver to the User Entity named all of the goods and/or services described herein for the consideration set forth herein.
2. Delivery shall be made to the address listed on the Purchase Order and within the time specified.
3. Risk of loss of the goods shall pass to User Entity upon acceptance only.
4. Title to the goods shall remain with Supplier until acceptance by User Entity.
5. Supplier warrants that the goods are merchantable and as described herein.
6. User Entity shall have the right to inspect the goods at the time and place of delivery.
7. No claim or right arising out of a breach of this agreement can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved party.
8. No right or interest in the contract shall be assigned by Supplier without the written permission of the User Entity and the Department of Administrative Services, and no delegation of any obligation owed or of the performance of any obligation by Supplier shall be made without the written permission of the User Entity and the Department of Administrative Services. Any attempted assignment or delegation shall be wholly void and totally ineffective for all purposes unless made in conformity with this paragraph.
9. This agreement shall be governed in all respects by the laws of the State of Georgia.
10. Items on this order are exempt from Federal Excise Tax and Georgia Sales and Use Tax.
11. This issuance of this order does not and will not violate the provisions of sections 45-10-20 et. seq. of the Official Code of Georgia Annotated.
12. All goods and/or services supplied pursuant to this purchase order shall, unless otherwise stated, conform exactly to all of the descriptions, specifications, and attachments contained in the Request for Quote upon which this order is based; and the terms, conditions, and specifications of the Request for Quote are incorporated herein by reference and made a part hereof.

13. Any and all cuts, negatives, positives, artwork, plates, engravings, and other materials owned by the State or paid for in any State printing order shall become and remain State property and shall be delivered to the State upon request.
14. Bills should be submitted in triplicate directly to the User Entity named, and this purchase order number should be shown on each bill submitted.
15. In the event that this order is issued with an attached Entity Contract or Standard Entity Agreement, the terms and conditions of such latter document shall govern in the event of any conflict with these terms and conditions.
16. This Purchase Order is issued and will be filled in accordance with the provisions of the Georgia Procurement Manual, and the terms, conditions and specifications of the Request for Quote.
17. Drug Free Workplace

The Contractor hereby certifies as follows:

- (i) Contractor will not engage in the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of this Contract; and
- (ii) If Contractor has more than one employee, including Contractor, Contractor shall provide for such employee(s) a drug-free workplace, in accordance with the Georgia Drug-free Workplace Act as provided in O.C.G.A. Section 50-24-1 et seq., throughout the duration of this Contract; and
- (iii) Contractor will secure from any subcontractor hired to work on any job assigned under this Contract the following written certification: "As part of the subcontracting agreement with (Contractor's Name), (Subcontractor's Name) certifies to the contractor that a drug-free workplace will be provided for the subcontractor's employees during the performance of this Contract pursuant to paragraph 7 of subsection (b) of Code Section 50-24-3."

Contractor may be suspended, terminated, or debarred if it is determined that:

- (i) Contractor has made false certification here in above; or
- (ii) Contractor has violated such certification by failure to carry out the requirements of O.C.G.A. Section 50-24-3(b).

18. Prices stated are F. O.B. destination.

**REQUEST FOR QUOTE
INSTRUCTIONS
AND
ADDITIONAL TERMS & CONDITIONS**

INSTRUCTIONS

1. In accordance with the Official Code of Georgia Annotated bid responses containing provisions for late or interest charges cannot be awarded a contract. Bidders are instructed to remove or strike through any reference to this provision in or on Supplier printed forms and to initial changes prior to submitting a bid response to the State of Georgia.
2. All bid responses received will be F.O.B. destination. Supplier may, however, charge back freight and insurance. In such event, Supplier shall state the exact amount of freight and insurance charges or a "shall not exceed" amount.
3. Bid Responses containing a minimum order/ship quantity or dollar value, unless otherwise called for in the request for quote, may be treated as non-responsive and may not be considered for award.

TERMS & CONDITIONS

1. The solicitation will identify the minimum period of time the supplier must honor the supplier's response from the time that the solicitation closes. In the event that the solicitation does not identify a minimum time period, the minimum periods listed below apply:
 - 30 days from the solicitation closing date.
 - 60 days from the solicitation closing date for construction/public works contracts.
2. Any cash discount offered to the State Entity must be clearly identified in the supplier's response. Cash discounts offered from one (1) percent up to five (5) percent for payment in thirty (30) days or more, will be considered for the purposes of evaluation. Any further cash discount will not be considered in the evaluation.
3. In the event there is a discrepancy between the unit price and extended price, the unit price shall govern.
4. This RFQ is also governed by State of Georgia Standard Terms & Conditions found at Department of Administrative Services State Purchasing web site at www.doas.georgia.gov.